

# **EXHIBIT 2**



6220 America Center Drive, Suite 100, San Jose, CA 95002

May 21, 2021

Re: Continued Employment - DivvyPay, LLC

Dear Danielle,

I am very pleased to confirm our offer to continue your employment with DivvyPay, LLC which will be a wholly-owned subsidiary of Bill.com Holdings, Inc. ("Bill.com" or the "Company")<sup>23</sup>. As you know, Bill.com is acquiring your employer, DivvyPay, Inc., a Delaware corporation ("DivvyPay"), pursuant to the Agreement and Plan of Merger dated as of May 6, 2021 (the "Merger Agreement") by and among Bill.com, DivvyPay and certain other parties named therein (the "Merger"). While your title is expected to remain the same as currently at DivvyPay, you will also be assigned an initial seniority level with Bill.com, which will be communicated to you following the Closing via Workday. Other than expressly set forth herein, the terms of your employment (including your base salary, bonus, and reporting manager), shall initially remain the same. This agreement is contingent upon, and shall be effective at, the closing of the Merger (the "Closing"); in the event that the Closing does not occur, your employment will continue to be governed by your existing offer letter with DivvyPay.

In connection with your continued employment, we'd like to highlight the following terms and conditions:

**1. Equity Grants.**

[REDACTED]

The RSUs will permit payment of taxes through sale of shares.

**2. Employee Benefits.** You will be eligible to participate in a number of Company-sponsored benefits to the extent that you comply with the eligibility requirements of each such benefit plan. The Company, in

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<sup>23</sup> 1 Any reference to "the Company" or "Bill.com" will be understood to include any direct or indirect subsidiary of the Company that employs you, including DivvyPay LLC.



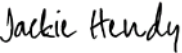
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its sole discretion, may amend, suspend or terminate its employee benefits at any time. It is currently anticipated that you will continue participating in DivvyPay-sponsored benefits, including with respect to vacation accrual, unless and until you are transitioned to participate in the Company's employee benefits, except that DivvyPay's 401k plan will be terminated the day prior to the Closing, subject to the Closing taking place, and you will be offered the opportunity to participate in the Company's 401k plan in accordance with its terms.

**3. At Will Employment.** While we look forward to a long and profitable relationship, should you decide to accept our offer of continued employment, you will remain an at-will employee, which means the employment relationship can be terminated by either of us for any reason, at any time, with or without prior notice and with or without cause. Any statements or representations to the contrary (and, indeed, any statements contradicting any provision in this letter) should be regarded by you as ineffective. Further, your participation in any stock option, equity award or benefit program is not to be regarded as assuring you of continuing employment for any particular period of time. Any modification or change in your at-will employment status may only occur by way of a written agreement signed by you and an authorized representative of Bill.com. While it is anticipated that these initial terms will continue, the Company reserves the right to change or modify the employment terms in the future.

**4. Acceptance.** This offer to continue employment on these terms will remain open until May26, 2021. If you decide to accept our continuing offer, and I hope you will, please sign the enclosed copy of this letter in the space indicated and return it to me. This offer is rescinded if you do not start your employment with Bill.com upon the closing of the Merger. Your signature will acknowledge that you have read and understood and agreed to the terms and conditions of this letter. Should you have anything else that you wish to discuss, please do not hesitate to call me.

We look forward to the opportunity to welcome you to Bill.com.

DocuSigned by:  
  
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Jacqueline Hendy

SVP, People



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I have read and understood this letter and hereby acknowledge, accept and agree to the terms as set forth above and further acknowledge that no other commitments were made to me as part of my continued employment offer except as specifically set forth herein.

DocuSigned by:

*Danielle Cox*

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Danielle Cox